

Supplemental Educational Services



for Kentucky Districts, Schools, and Providers

**Kentucky Department of Education
2005**

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Commissioner of Education*

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NO CHILD LEFT BEHIND (NCLB)

SUPPLEMENTAL EDUCATIONAL SERVICES (SES)

OVERVIEW

The *No Child Left Behind Act of 2001* (NCLB) was signed into law on January 8, 2002, by President Bush. This new law represents his education reform plan and contains the most sweeping changes to the Elementary and Secondary Education Act (ESEA) since it was enacted in 1965. The Act contains the President's four basic education reform principles: stronger accountability results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.

Within the category of “expanded options for parents,” the Supplemental Educational Services (SES) program is mandated. Low-income parents with children in a Title I school that is in Tier 2 or higher who do not opt for transfer to a higher performing school will be able to request supplemental educational services which the school district is responsible for funding. (Low-income is based on eligibility for free/reduced lunch.)

Under the terms of NCLB, school districts are required to spend an amount equal to 20 percent of their district Title I, Part A allocation for parental choice options, including supplemental educational services and transportation for students who exercise their public school choice option, unless a lesser amount is needed to meet all requests.

Supplemental Educational Services must occur outside of the regular school day (e.g. before/after school, on weekends, or during the summer). Services may include tutoring, remediation, as well as academic intervention and must be of high quality, research based and specifically designed to increase student academic achievement. For additional information on SES, see www.ed.gov.

NO CHILD LEFT BEHIND (NCLB)

SUPPLEMENTAL EDUCATIONAL SERVICES (SES)

**RESPONSIBILITIES OF THE
KENTUCKY DEPARTMENT OF EDUCATION**

In accordance with the United States Department of Education;

1. The Kentucky Department of Education (KDE) provides information concerning schools for which Supplemental Educational Services are required.
2. KDE consults with the public to identify a large number of SES providers to ensure that parents have a variety of choices.
3. KDE provides and broadly disseminates an annual notice to potential providers describing the process for obtaining approval to become an SES provider.
4. KDE develops and applies objective criteria for approving potential providers.
5. KDE maintains an updated list of approved providers.
6. KDE gives districts a list of approved and available providers in their area.
7. KDE monitors the quality and effectiveness of the services offered by approved providers.

NO CHILD LEFT BEHIND (NCLB)
SUPPLEMENTAL EDUCATIONAL SERVICES (SES)
RESPONSIBILITIES OF
THE LOCAL EDUCATIONAL AGENCY

In accordance with the United States Department of Education;

- 1) The Local Educational Agency (LEA) identifies the schools whose students will qualify for supplemental educational services and inform the administration of the school. [See Appendix A, district Notification to Principal.]
- 2) The LEA notifies parents of eligible students about the availability of services. [See Appendix C, Parent Letter and Provider Selection Form.] The LEA may set timelines and deadlines for parents to respond in writing whether they do or do not want supplemental educational services for their child(ren). This annual notification must include the following:
 - A list of approved providers; and
 - A brief description of the providers' services, qualifications, and demonstrated effectiveness.
- 3) The LEA coordinates with the school to formulate procedures and processes for provider meetings, parent education, provider reporting, goal-setting sessions, and other components of the program.
- 4) The LEA plans budgetary needs for eligible students who qualify for and choose to receive the services. An amount equal to twenty percent of the Title I, Part A, funds is the maximum required by NCLB for payment of SES provider services and choice transportation, combined, based upon demand. The LEA may use Title I funds, as well as other federal, state, local, and private resources to pay for these services. The per-child cost for supplemental education services must be the lesser of the actual cost of the services or the per-child allocation of Title I funds to the district.
- 5) The LEA contracts with the providers to deliver the supplemental services. [See Appendix D, Supplemental Services Provider Contract.]
- 6) The LEA arranges with the providers for district facility use dependent upon LEA/school policy. [Use the district's facility use policy and payment scale.]
- 7) The LEA pays the providers upon receipt of the required participation documentation. [See Appendix F, form to Collect Attendance and Tracking Data and Appendix D, Supplemental Services Provider Contract.]

- 8) The LEA provides documentation needed by the SEA to monitor the quality and effectiveness of the services offered by providers.
- 9) The LEA ensures that the public identification of eligible students is not disclosed without the written permission of the parents of the student.

NO CHILD LEFT BEHIND (NCLB)
SUPPLEMENTAL EDUCATIONAL SERVICES (SES)
RESPONSIBILITIES OF
THE PROVIDER OF
SUPPLEMENTAL EDUCATIONAL SERVICES

In accordance with the United States Department of Education;

- 1) Providers are approved by the Kentucky Department of Education to provide Supplemental Education Services. Providers must have:
 - Demonstrated effectiveness in improving academic achievement of children;
 - Documentation that the instructional practices used by the provider are of high quality, are based on appropriate research, and include the Kentucky content standards;
 - Evidence that they are financially sound; and
 - A plan for instruction in the areas of reading, language arts, and/or math built upon initial assessment/academic evaluation of each student's skills in one or more of these subjects. Reassessment must occur, also.
- 2) Providers enter into a contract with the Local Educational Agency that includes the following: (See Appendix D, Supplemental Services Provider Contract.)
 - Provider provides services on a regular basis for the duration of the contract and submit attendance and tracking data [See Appendix F, Form to Collect Attendance and Tracking Data.] in a timely manner to the district;
 - Provider follows the Individualized Learning Plan (ILP) as signed by the parent, provider, and school representative [See Appendix E, Individual Learning Plan.];
 - Provider aligns services with any current school Individualized Educational Program (IEP) with parent release of information;
 - Provider reports to parents and teacher(s) at regular intervals as specified in the ILP and the contract [See Appendix G, Report to Parents and Teacher/Schools.];
 - Provider completes assessments to determine objective completion;
 - Provider is responsible for retaining qualified staff who are also cleared through a criminal background check;
 - Provider presents information to parents in a language that parents can understand.
 - Provider utilizes curriculum and other components of design as submitted to the state as effective (in other words, providers cannot change the curriculum/program design from that which was approved).
- 3) The Provider ensures that the public identity of any student who is eligible for or who receives services is not disclosed without the written permission of the parents of the student.

NO CHILD LEFT BEHIND (NCLB)
SUPPLEMENTAL EDUCATIONAL SERVICES (SES)
EXPECTATIONS OF PARENTS
OF STUDENTS WHO PARTICIPATE IN
SUPPLEMENTAL EDUCATIONAL SERVICES

In accordance with the United States Department of Education;

1. Parents return the Provider Selection Form [See Appendix C, Parent Notification Letter.] to begin the service process for their child.
2. Parents meet with the Provider and the district representative to write and sign the Individualized Learning Plan [See Appendix E, Individual Learning Plan.].
3. Parents ensure that their child receives the services by monitoring their child's attendance and progress.
4. Parents communicate regularly with the Provider, especially to notify the provider in advance if the child is to be absent.
5. Parents inform the provider and the school if their child no longer intends to participate.
6. Parents meet with the Provider and the school representative to receive information and sign the Summary Report [See Appendix H, Summary Report to Parents and Teachers.] at the end of the program.

APPENDIX A

MEMO TO PRINCIPALS

TO: Selected Principals

FROM: District Official

RE:

DATE:

All schools identified by the Kentucky Department of Education as being in Tier 2 or higher MUST notify parents of eligible children, who have not opted to transfer, of the supplemental educational services that are available for their children. Use the attached letter for your official notification to parents. [See Appendix C, Parent Notification Letter.]

The school district is obligated to provide a list of state-approved Providers to parents, and parents must be given an opportunity to choose a Provider from the approved list. Send the Provider's packet to all parents by _____ (date)_____.

All requests by the parents for supplemental educational services must be returned to the district by _____ (date)_____.

Please return these requests to _____
at _____ no later than _____.

Additionally, a copy of the district/state's *Toolkit for Supplemental Educational Services* is enclosed. If it does not answer your questions, please contact _____ at _____ with your questions or concerns.

Enclosures

APPENDIX B

REFERRAL FOR SUPPLEMENTAL EDUCATIONAL SERVICES

Student Referred: Name _____

Date of Referral _____ Date of Birth _____ Grade _____

Reason for Referral: (Include performance data such as test scores and identification of skill or knowledge gaps.)

Contact Information for Source of Referral:

Name _____

Relationship to the student [parent, teacher, other (indicate)]: _____

Mailing Address _____

Telephone Numbers:

Daytime: (____) _____ - _____

Evening: (____) _____ - _____

E-mail Address _____

Office Use:

Date of Response _____

Service Provider Responding _____

APPENDIX C

PARENT NOTIFICATION LETTER

(District Letterhead)

(Date)

Dear Parent/Guardian:

This letter is to notify you that, if your child is eligible for free or reduced lunch, he/she is eligible for free supplemental educational services this academic year. These services will be provided before school, after school and/or during the summer. The services will be in addition to the instruction that your student receives during the school year.

You can choose a tutoring program available through the Kentucky list of approved providers. The goal is to help your student increase academic achievement in reading, language arts, and/or mathematics.

This notification letter is being sent to you in accordance with the *No Child Left Behind* law. Students are eligible for this program based on family income and attendance at a school that is identified as being in Tier 2 or higher.

A list of approved providers in your area is attached. These providers have agreed to provide services that are consistent with the instructional program of the district/state. They have also agreed to provide you and your student's teacher(s) information on the progress of your student.

Please complete the attached form and return it to (Address) by (Date). Call (Phone Number) if you need additional information or have questions.

Sincerely,

(Signature)
(Name and Position)

Attachments: Approved Provider list
Provider Selection Form

ATTACHMENT 1

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER SELECTION FORM

Student's Name (Printed)

School

Academic Year

Check the Box that Applies:

My son/daughter **WILL** participate in the Supplemental Educational Services program as it is described in *No Child Left Behind*.

☐ I am selecting the state-approved provider from the list provided to me.

I select _____.
(State-approved provider's name)

- ☐ I understand that the district will enter into an agreement with the provider, and I will be notified of a time to meet with the provider to set goals for my student.
- ☐ I understand that the provider will regularly inform me and the student's teacher(s) of the student's progress.
- ☐ I understand that if funds are insufficient to cover the supplemental educational services for all of the students who choose to participate, participation will be based on prioritized academic need as defined by the district.

☐ My son/daughter **WILL NOT** participate this academic year in the Supplemental Educational Services program as it is described in *No Child Left Behind*.

(Signature of parent/guardian)

(Date)

(Printed name of parent/guardian)

(Daytime Telephone number)

(Evening Telephone number)

APPENDIX D

(Local Education Agency Name)

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at _____ (location) this _____ day of _____, _____, by and between the School Board of _____, hereafter referred to as the “Board,” and (Provider Name), hereafter referred to as the “Provider.”

Witnesses:

WHEREAS, the Board requires certain professional services to assist in accomplishing the supplemental educational instructional mandates of *No Child Left Behind*, and

WHEREAS, the Provider is qualified as determined by the Kentucky Department of Education to perform these services for students,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The Provider will perform the professional services described in the attached scope of work, specifications, and/or proposal dated _____, and attached hereto and made a part of this agreement as Attachments 2, 3, and 4.
2. The Provider shall perform these services described on Attachments 2, 3, and 4, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$ _____, or \$ _____ per student who is provided Supplemental Educational Services.
4. The Board’s representative for purposes of administration of this agreement shall be _____, whose position is _____.

5. The Provider acknowledges that its relationship to the Board is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
7. The Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation.
8. The Provider agrees to make available upon request, during normal working hours at the _____ (Board's /school's address) _____, to the Board, the Board's auditors, the Kentucky Department of Education, Kentucky Legislative Auditors, and/or the Office of the Governor or Division of Administration auditors, records and documents relating to the conduct of this agreement.
9. The Provider shall indemnify and hold harmless the Board and its representatives against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Provider, its agents or employees while engaged upon or in connection with the services required or performed by the Provider hereunder.

To the extent allowed by the law, the Board shall indemnify and hold harmless the Provider against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Board, its agents or employees while engaged upon or in connection with the services required or performed by the Board hereunder.

10. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

The Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

11. No travel expenses will be reimbursed to the Provider.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board reserves the right to cancel this agreement upon a fourteen (14)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Kentucky Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a fourteen (14) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.
15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days' written notice.
16. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Kentucky Department of Education by the Provider shall remain the property of the Board/State.
17. This agreement shall be effective on the day and the first date written above and shall expire on _____, unless extended or canceled as provided herein.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

Witnesses: Board of _____

_____ By _____

Title: _____

_____ By _____
(Signature of Provider)

Name (Typed): _____

Title (Typed): _____

ATTACHMENT 2

SCHOOL BOARD OF _____

GENERAL CONTRACTOR INFORMATION

CONTRACTOR: (Name)

(Address)

(City, State, Zip)

(Phone Number)

(Taxpayer Identification Number)

If the contractor is a company, print the name and title of the person authorized to sign contract:

TIME PERIOD: Start Date: _____ Completion Date: _____

PAYMENT AMOUNT: \$ _____

PAYMENT TERMS:

Payment shall be completed on a monthly basis. The payment will be calculated by dividing the total amount for the student(s) whom the Provider is serving by the number of months in the contract. Payment shall be due by the ____ of the month following the progress reporting to the district for each student on the ____ of the month prior. If a student has a partial month in the contract, the amount will be prorated for the partial month. If a student is absent and no services are provided, the district may deny payment for that time.

SOURCE OF FUNDS: _____ (Title I) _____

SCHOOL RECEIVING SERVICES: _____

BOARD REPRESENTATIVE: _____

I certify that the above taxpayer identification number is true and correct.

(Signature of Provider)

Title

ATTACHMENT 3

SCOPE OF SERVICES

(Attach a separate sheet if necessary.)

1. Statement of Work:

- A. The Provider will meet with parents and district personnel to develop statements of specific achievement goals for the student who will receive services from the Provider through the Supplemental Educational Services program.
- B. The Provider will provide Supplemental Educational Services on a regular basis for the duration of the contractual period.
- C. The Provider will follow the Individual Learning Plan as developed with parents and district personnel. The Provider will measure student progress using pre-testing, post-testing and ongoing assessment, which is consistent with state content standards, and the objectives set in the Individual Learning Plan documents.
- D. An objective will not be considered “met” until at least an 80% mastery rate is demonstrated by the student. All objectives for a goal must be met for the goal to be met.
- E. The Provider will provide services that are aligned with the student’s Individual Learning Plan in the case of Special Population students.
- F. The Provider will provide services that will allow the timetable written in the Individual Learning Plan to be met.
- G. The Provider will provide Progress Reports to parents and teachers/schools on a monthly basis. The parent’s copy of the report will be mailed to the parents by the ____ of each month of the contract. The school’s copy can be mailed or hand-delivered by the ____ of each month. (In the event that the ____ of the month falls on a weekend or holiday, the prior workday will be the report day.) The Provider will send one copy of the Progress Report and the student’s sign-in sheet as documentation to the district representative so that Provider contract payment can be made. If parents or teachers desire more frequent reporting to them, the Provider may agree to provide additional reports as a part of the Individual Learning Plan.

2. Key Personnel:

- A. The Provider will employ individuals in keeping with the non-discrimination clause of the contract.
- B. The individuals who will serve the students for Supplemental Educational Services must meet all of the criteria for the district's volunteers in the schools, including a criminal background check. The cost of the background check will be the expense of the Provider or the individual, not of the Board.

(Each district should add its policy/website to this document.)

APPENDIX E

Questions Parents and Districts Should Ask Providers

QUESTIONS FOR SES PROVIDERS	
BASICS	
1. What do your services cost?	
2. In what content areas are you qualified to provide services?	
3. How do you deliver services (One-to-one tutoring, small group instruction, computer-based lessons, etc.)?	
4. Where do you deliver services (student's home, student's school, other location)?	
SPECIAL NEEDS: LANGUAGE, DISABILITY	
5. Do you serve students with disabilities? If so, how will your services be connected to my child's individualized Education Program (IEP) or Section 504 plan?	
6. Do you give primary language instruction?	
7. How are English language learners supported?	
GETTING THE SERVICES	
8. How often will my child receive your services?	

9. What will my child need to access your services (transportation to site-where, how far from schools; computer access-what kind, hookups, Internet access, etc.)?	
10. What happens if my child fails to attend or participate in your services? How will you monitor and report attendance?	
EFFECTIVENESS	
11. What tests or other tools do you use to monitor and assess my child's progress?	
12. How do your assessment measures reflect state content standards?	
13. What evidence do you have of effectiveness of your services?	
14. How are the teachers or other tutors selected?	
15. What programs, materials, and instructional strategies do you use for your services?	
COMMUNICATING WITH PARENTS, SCHOOL	
16. How will my child's progress be reported to the school and to me?	
17. How will you coordinate services with my child's daily program at the school?	